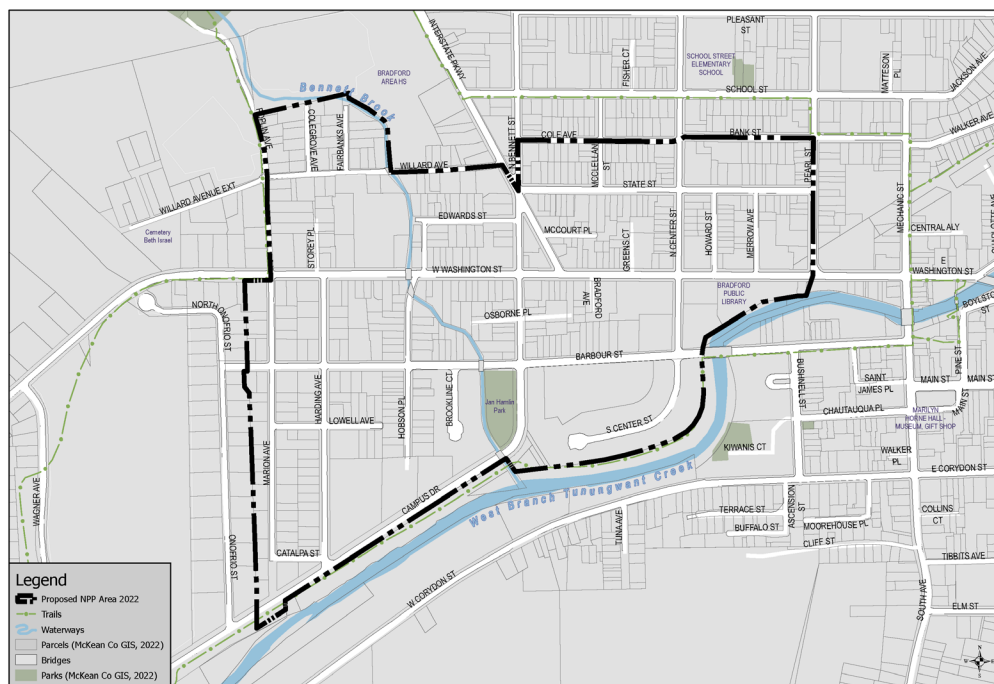


Third Ward Neighborhood Facade Improvement Program

Application, Guidelines & Agreement

*Administered by the City of Bradford
Office of Economic and Community Development*



DERCK
EDSON
ARCHITECTS

Bradford NPP 3rd Ward:
City of Bradford, McKean County, Pennsylvania - 4/24/2022

APPLICANT INFORMATION

The undersigned applicant has an interest in participating in the City of Bradford (City) and Downtown Bradford Revitalization Corporation's (DBRC's) Third Ward Facade Improvement Program. This Application is an expression of willingness on behalf of the Applicant to undertake renovations in accordance with the DBRC's Third Ward Facade Improvement Program Guidelines. The Applicant is aware that the Office of Economic and Community Development (OECD) may have to obtain information concerning property ownership, payment of taxes and city utilities, income, and credit history (as necessary) in order to determine eligibility for the Program. Applications will be processed and reviewed for program eligibility by the OECD. Should the application meet the program eligibility requirements, the OECD will forward the application to the Third Ward Neighborhood Advisory Committee (Committee) for their review and recommendation to the City or DBRC for their approval. The Applicant and City or DBRC (depending upon funding source) will enter into a Grant Agreement, which outlines the responsibilities of both parties in meeting the obligations of the Third Ward Facade Improvement Program.

Address of Property _____

Applicant is the: _____ Homeowner _____ Landlord _____ Business Owner _____ Tenant

Applicant's Name _____

Property Owner's Name _____

Property Owner's Address _____

Property Owner's Phone Number(s) _____

Property Owner's Email Address _____

Amount of Grant Sought (\$10,000 Maximum): \$ _____

Estimated Total Project Cost: \$ _____

Anticipated Date of Project Commencement: _____

Anticipated Date of Project Completion: _____

DESCRIPTION OF PROJECT (Please attach a photo of the property.)

Owner's Signature _____ Date _____

Advisory Committee Approval _____ OECD/DBRC Approval _____

THIRD WARD NPP FACADE IMPROVEMENT PROGRAM GUIDELINES

Facade improvement grants are available to qualified property owners in the Third Ward Neighborhood (see attached map). This program is designed to encourage property owners to rehabilitate the facades of their homes and properties to eliminate neighborhood blighting influences as a part of the Third Ward Neighborhood revitalization effort. Facade improvements must improve the exterior physical appearance of the structure and address code violations and deficiencies.

ELIGIBLE ACTIVITIES

- Cleaning, repair, and/or painting of building exteriors;
- Installation of vinyl siding, if the existing siding is in too poor condition to paint;
- Replacement of deteriorated windows and doors, sashes, sills, and framing;
- Replacement or repair of porches, columns/supports, steps, and railings;
- Repointing of brick or repairing cornices;
- Installation of appropriate entrance lighting;
- Removal or repair of awnings;
- Installation or improving gutter and downspout systems in conjunction with other facade improvements made to the property;
- Restoration of architectural details and removal of elements covering any such architectural details.
- Installation of new awning and/or signage on commercial buildings.
- Roof repair and or replacement.
- Outbuildings, sidewalks, paving, and landscaping may be addressed

The OECD and Third Ward Neighborhood Advisory Committee may recommend other facade activities not identified above, as it deems necessary to improve the overall appearance and viability of the structure. Extensive homeowner exterior repairs may be referred to the City's housing rehabilitation program (pending funding availability). The following provides the program requirements for the facade improvement matching grant program:

FACADE IMPROVEMENT PROGRAM REQUIREMENTS

1. Applications will be accepted on a first-come, first-served basis. Applications must be fully completed by the homeowner or property owner prior to processing by the OECD and consideration by the Advisory Committee. Building tenants may contact the OECD for assistance, but the building owner must be the applicant for the assistance.
2. A waiting list of applicants will be maintained according to the date of first contact with the Neighborhood Partnership Program Manager and the OECD. Applications will be accepted on a rolling basis and processed depending on the availability of funding for the facade program. Upon selection, the application will be processed, first to determine ownership, the status of taxes, utilities, Property Maintenance registration, and income eligibility.
3. All properties to receive facade grant assistance must be located within the boundaries of the Third Ward Neighborhood project area (see attached map). No applications will be taken for properties located outside the project area.
4. The grant applicant must hold title to the property or have written approval from the building owner to apply. All taxes and city utilities for this and all properties owned by the applicant must be current prior to the application being processed. Owners of rental properties must be current on taxes and utilities for all of their properties located in the City of Bradford as well as being properly registered and up to date with inspections. The property owner must provide evidence of insurance coverage on the property. Owners of multiple rental units in the City of Bradford will be required to have all of their properties certified by the City's Code Enforcement Officer that they are housing code-compliant or in the process of being brought into compliance with the City's housing codes in order to be qualified for NPP facade improvement funding. Any code deficiencies identified must be addressed and corrected prior to funding being disbursed.

5. The work must comply with City of Bradford codes and applicant must obtain all required permits. The applicant is responsible for the payment of all permit fees to the City of Bradford and will not receive the grant until all fees are paid and work is completed and code compliant. Contractors hired by the applicant must demonstrate current liability insurance and provide current HIC number from the Attorney General's office.

Contractor selection will be subject to approval by the NPP Advisory Committee as a part of its review of the facade improvement application.

6. Eligible recipients and the types of assistance to be provided include:

- The total cost for the project must be at least \$500.00. A facade grant of up to \$10,000 is available for improvements in a single project that totals at least \$20,000. Homeowners, landlords, and commercial building owners will be required to match the grant dollar for dollar and may receive a maximum grant of \$10,000 for the facade improvement work.
- To maximize participation, each property owner may submit only one application per year. No applicant may receive more than \$20,000 in facade improvement grant funds during the length of the program. However, properties that require more extensive rehabilitation work may qualify for grant or loan funding under the City's housing rehabilitation program.

7. The City and DBRC will not discriminate against the applicant in any manner on the basis of race, creed, marital status, color, sex, age, religion, national origin, sexual preference or physical handicap, as required by the laws of the United States and the Commonwealth of Pennsylvania.

APPLICATION PROCESSING

1. Applications must include a description of the work to be performed on the home along with digital photos of the property along with color paint chips of the proposed work and the types of materials to be used. The City of Bradford strongly encourages that all facade improvement work be performed by qualified contractors and will assist the homeowner with preparing a scope of work in order to obtain quotes for the work. The property owner must obtain at least two quotations for the facade work.
2. The OECD staff will review the application and verify income, credit history (if applicable), property ownership, HARB approval (if applicable), and record of utility and tax payments to qualify the applicant. All facade improvement applications pre-approved by the OECD will be recommended to the Advisory Committee for review and recommendation for approval by either the DBRC or City (depending upon the funding source). Upon approval, the property owner will enter into a Facade Improvement Grant Agreement with the DBRC or City.

FACADE IMPROVEMENT CONSTRUCTION AND PAYMENT PROCESS

1. Upon execution of the Agreement, the property owner and contractor will be issued a Notice to Proceed with the facade work. **The property owner will be given ninety days to complete the project.** Should the property owner experience problems (weather, contractor issues, etc), the property owner must immediately notify the OECD and request an extension of time to complete the project. The OECD will review the request and based on the merits of the request, will either grant or deny the request for an extension of time.
2. Upon completion of the facade work, the Neighborhood Partnership Program Manager and the OECD's housing rehabilitation staff will inspect the work for appropriateness. Upon their inspection and approval, payment will be made to the homeowner and contractor. Payments will be made only after the work is completed and in place (no payment will be made for work is in place and the project is complete). The property owner must provide evidence to the OECD that the contractor has been paid for the completed work prior to payment of the facade grant. The OECD will not be held liable for completed projects deemed unsatisfactory by the applicant. Any disputes will be handled by the applicant and selected contractor. One check and one resolution per project will be issued

AGREEMENT

1. Definitions. When the following words are capitalized in this Application, Agreement and the accompanying Facade Improvement Program Guidelines, which are attached hereto as Exhibit A, they shall have the meaning described below.

- (1) "OECD" – City of Bradford's Office of Economic and Community Development representing the City of Bradford (City) and Downtown Bradford Revitalization Corporation (DBRC).
- (2) "TWN" – City of Bradford Third Ward Neighborhood.
- (3) "TWN-FIP" - The City of Bradford Third Ward Facade Improvement Program, funded through a state-supported tax credit program.
- (4) "Committee" – Third Ward Neighborhood Advisory Committee, who will be responsible for reviewing each facade improvement application and will make a recommendation to the City or DBRC for funding.
- (5) "Property Owner" - The owner of property, including: (1) solely residential property owned by a single family; (2) solely commercial property; (3) mixed residential/commercial property; (4) rental property; and (5) property owned by a not-for-profit organization, for which a Grant is requested from the TWN through submission of an Application and execution of this Agreement.
- (6) "Neighborhood Partnership Program Manager" - The person designated by the OECD to work with all Property Owners seeking grants to determine the feasibility of a proposed Project, review Applications, conduct pre-work meetings with Property Owners and selected Contractors, determine a respective Property Owner's Match, and request Project status updates as necessary.
- (7) "Contractor" - The person or entity hired by the Property Owner to complete the Project on the Property Owner's behalf.
- (8) "Project" - A planned undertaking submitted by the Property Owner that furthers the objectives of the TWN-FIP by eliminating a blighting influence on the TWN.
- (9) "Match" – The amount of funding calculated by the Neighborhood Partnership Program Manager to be used as the payment made by the Property Owner, which will be applied towards the total cost of the Project.
- (10) "Grant" - Disbursable monetary aid approved by the DBRC/City for the Property Owner's Project.
- (11) "Grant Letter" - The notification sent by the OECD to the Property Owner that the Property Owner's Application and Project have been approved. The Property Owner's Project must be completed within ninety days from the date of the Grant Letter and Notice to Proceed.
- (12) "Disbursement" - The actual payout of the Grant by the DBRC or OECD upon completion of the Project within the allotted time and a presentation of a paid invoice representing the work completed by either the Property Owner or the Contractor and inspected and approved by the OECD.
- (14) "Applicable Law" - all applicable zoning, urban renewal, historic preservation and other laws and regulations of all governmental entities having jurisdiction over the Property Owner, the Project, and the Property Owner's property, or otherwise.

2. Terms. By executing this Agreement, the Property Owner acknowledges that he or she has read and fully understands, and agrees to be bound by all of the terms of the Agreement and the accompanying 3rd Ward Neighborhood Facade Improvement Program Guidelines attached hereto as Exhibit A and incorporated herein by reference in connection with the Property Owner's Application.

3. Duty to Inform. All information contained in this Application is true and correct as of the date hereof, and the Property Owner's proposed Project satisfies all of the criteria set forth herein. Should any information contained herein subsequently become untrue or incorrect, the Property Owner shall promptly inform the OECD in writing, with specificity, as to that item or those items of information which are no longer true and correct and explaining the state of facts giving rise to such change.

4. Purpose. Any Grant made to the Property Owner pursuant to a Grant Letter shall be used solely for the purposes approved by the DBRC or City in issuing the Grant Letter.

5. Applicable Law. The Property Owner's Project, as set forth in this Application (and any attachments hereto) shall comply with Applicable Law. The Property Owner acknowledges and agrees that the determination by the OECD and Advisory Committee to award a Grant to the Property Owner for his or her Project shall not constitute any judgment by, or opinion of, the OECD, DBRC or City that the Property Owner's Project complies with Applicable Law. To the contrary, by submitting an Application, the Property Owner specifically acknowledges that the OECD, Committee, DBRC or City has no responsibility whatsoever to ensure that any Project complies with Applicable Law, and the Property Owner acknowledges and agrees that it is the sole responsibility of the Property Owner to ensure that his or her Project complies with Applicable Law. The Property Owner shall not rely, nor be entitled to rely, upon any approval, Grant, determination, inspection, or representation of the OECD, Committee, DBRC or City regarding the Project's compliance with Applicable Law. The Property Owner shall not be entitled to any Grant in connection with a Project that does not comply with Applicable Law.

6. Non-Discrimination. The Property Owner and his or her Project shall not be discriminated against in any manner on the basis of race, creed, marital status, color, sex, age, religion, national origin or sexual preference, or physical handicap, as required by the laws of the United States and the Commonwealth of Pennsylvania.

7. Disbursement of Grant Funds. The DBRC or City has approved the payment of \$_____ in facade improvement grant funding to the Property Owner to undertake facade improvements identified in the attached Scope of Work (Exhibit B). No Grant Disbursement will be made unless the Property Owner's Project has been approved by the DBRC or City through a Grant Letter issued by the OECD, the Property Owner has secured the applicable Match for the Project, the Project has been completed within the allotted time, and the Property Owner submits to the OECD all original receipts showing payment in full for all Project work or materials installed. The undertaking of the Project itself, including, but not limited to, the hiring of a contractor to complete the Project within the allotted time period, the workmanship of the Project remains the sole responsibility of the Property Owner. The Property Owner hereby releases and waives any right whatsoever to bring against the OECD, Committee, DBRC or City any claim, cause of action, suit or other civil action that is in whole or in part based in connection with the Project, or if the DBRC or City rescinds the Grant Letter for the reasons contained in this Agreement, or otherwise.

8. Indemnity. The Property Owner shall indemnify, defend, and hold the OECD, the Committee, DBRC and City harmless from and against any expense, loss, interest, lien, claim, encumbrance, damage, attorneys' fees and expenses of every kind and nature which the OECD, Committee, DBRC or City may suffer, expend or incur or by reason or in consequence of any action(s) brought, for any reason, by either the Property Owner or any contractor which the Property Owner retains to complete the Project.

In witness whereof, and intending to be legally bound hereby, the undersigned Property Owner executes this Application and Agreement as of the date set forth below:

Property Owner Signature

Date:_____

Print Name:_____